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2-24-1980

St. Paul Food Retailers' Association of Greater St. Paul & Retail Chain Food Stores and Retail Store Employees Union, United Food and Commercial Workers, AFL-CIO, Local 789 (1980)

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St. Paul Food Retailers' Association of Greater St. Paul & Retail Chain Food Stores and Retail Store Employees Union, United Food and Commercial Workers, AFL-CIO, Local 789 (1980)

Location

St. Paul, MN

Effective Date

2-24-1980

Expiration Date

3-5-1983

Number of Workers

3100

Employer

St. Paul Food Retailers' Association of Greater St. Paul; Retail Chain Food Stores

Union

Retail Store Employees Union

Union Local

789

NAICS

44

Sector

P

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GROCERY CONTRACT

Effective February 24, 1980 Through
March 5, 1983

between

Retail Store Employees Union Local 789

In Greater St. Paul Area of the Retail Clerks
International Association and St. Paul Food
Retailers' Association of Greater St. Paul and
the Retail Chain Food Stores

x 3/83

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ST. PAUL, MINNESOTA
RETAIL STORE EMPLOYEES UNION
LOCAL #789
2/24/80 - 3/5/83

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into by and between the RETAIL STORE EMPLOYEES UNION LOCAL NO. 789, of St. Paul, Minnesota and vicinity, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union", and _____, hereinafter referred to as the "Employer."

ARTICLE I
UNION SECURITY

SECTION 1.1: RECOGNITION: It is recognized that the unit represented by the Union herein shall include regular full-time and part-time employees in the Grocery and Produce Departments in all present and future stores of the Employer IN THE ST. PAUL METROPOLITAN AREA AND VICINITY, excluding supervisory employees as defined in Section 2 (II) of the Labor Management Relations Act of 1947 as amended, and Meat Department employees of the Employer.

"THE ST. PAUL METROPOLITAN AREA AND VICINITY" shall be understood to comprise an area enclosed by the following boundaries (where roads or rivers are involved, it shall be understood that the boundary shall lie at the center of the road and center of the river respectively); using the 1971 Official Highway Map of Minnesota, issued by the Minnesota Department of Highways and starting at the northwest corner, which is a point caused by the intersection of Anoka County Road #14 and Lexington Avenue (east of Johnsville), the western boundary goes south from that point following Lexington Avenue to Interstate Highway #35W, thence on #35W to the Minneapolis-St. Paul border (as shown on the map), thence follow the border line to the Mississippi River and the Mississippi River to the south end of the Mendota Bridge, and from that point on a straight line to a point lying one (1) mile due east of Rosemount.

The southern boundary shall lie on a straight line from the point lying one (1) mile due east of Rosemount to a point on the St. Croix River lying two (2) miles south of Hastings.

The northern boundary shall extend from the northwest corner, described above, and lies on a line going due east to the St. Croix River.

The eastern boundary shall follow the St. Croix River from the northeast point to the southeast point.

9/1

SECTION 1.2: UNION SHOP: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

For the purpose of this Article I, Section 1.2, the execution date of this Agreement shall be considered its effective date.

SECTION 1.3: DUES CHECKOFF: The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employees wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

ARTICLE II
WAGES, HOURS AND WORKING CONDITIONS

SECTION 2.1: WAGE RATES:

- A. MINIMUM WAGE RATES: The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX "A" attached hereto and made a part of this Agreement.
- B. PAST EXPERIENCE: All new full-time and part-time employees who have had previous grocery experience and who have been members of the United Food and Commercial Workers International Union will be given credit irrespective of whom they worked for and their starting pay shall be based in accordance with experience they have had according to the schedule for the classifications contained in APPENDIX "A" hereof.

1. Credit for experience shall be given only in the event:

- a. That the application for employment furnished by the employee to the Employer indicates the previous employment which shall constitute the basis for determination;
 - b. That the employee has not been out of the Industry in excess of three (3) years immediately preceding the application for employment; and
 - c. If the Employer questions the experience claimed by the employee, he must do so within fifteen (15) days from the initial date of employment in writing, otherwise credit claimed must be recognized. If proof is requested, the employee must present such proof within ninety (90) days from date of employment.
- C. PART-TIME TO FULL-TIME: When a part-time employee is permanently promoted to a regular full-time position, he will receive credit for all part-time hours worked pursuant to the provisions of ARTICLE II, B. Such employee will be paid in accordance with the progression scale set forth in APPENDIX "A" on the basis that 1040 hours of credited part-time employment shall be considered as equivalent to six (6) months of regular full-time employment.
- D. TEMPORARY FULL-TIME: A part-time employee, as defined in ARTICLE VI, who works in any one (1) week in excess of thirty-two (32) hours Monday through Saturday shall be paid the beginning regular full-time rate of pay during that week only. When he works thirty-two (32) hours or less Monday through Saturday, the employee shall be paid his part-time rate of pay.

PS 23 400
PS 23 400
PS 23 400
SECTION 2.2: BASIC WORK WEEK: The basic work week for full-time employees will be forty (40) hours Monday through Saturday except for those who work less than forty (40) hours by mutual agreement between the Employer and the employee.

PS 23 400
PS 23 400
PS 23 400
SECTION 2.3: WORKWEEK/WORKDAY: The basic workweek for full-time employees shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. Work performed in excess of forty (40) hours per week and/or eight (8) hours per day shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the employee's rate of pay.

PS 23 400
PS 23 400
PS 23 400
SECTION 2.4: SIXTH WORKDAY: Regular full-time employees shall be paid time and one-half ($1\frac{1}{2}$) for all work performed on the sixth (6th) day of a regular workweek, or on the fifth (5th) day of a holiday week.

No employee shall be required to work on the sixth (6th) day.

SECTION 2.5: SUNDAY WORK: Provisions for Sunday operation are contained in APPENDIX "B" and made a part of this Agreement.

SECTION 2.6: HOLIDAY WORKWEEK: In weeks in which an entire day is celebrated as a holiday, the workweek shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours.

During the week in which Christmas Eve occurs, the workweek shall be twenty-nine (29) hours; provided, however, that in the event Christmas Eve occurs in one (1) workweek and Christmas Day in the next workweek, the first (1st) week shall be thirty-seven (37) hours and the second (2nd) week thirty-two (32) hours.

When Christmas Eve falls on Sunday, the preceding week shall be forty (40) hours and the following week will be thirty-two (32) hours. When Christmas falls on Tuesday, the workweek will be thirty-one (31) hours.

SECTION 2.7: OVERTIME PAY: There shall be no duplicating or pyramiding of overtime.

SECTION 2.8: PREMIUM PAY: In cases of emergency when any employee is required to work on Sundays or holidays, he or she shall be paid one and one-half (1½) times his or her regular rate of pay for time worked.

SECTION 2.9: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS: If an employee in a "head" position is gone for five (5) days or more (forty (40) hour workweek), those employees filling in will receive the applicable "head" rate of pay but only in instances where the described additional duties have been assigned to the employee.

SECTION 2.10: WORK SCHEDULES:

- A. POSTING SCHEDULES: Schedules for full-time employees will be posted in each store by Friday noon for the following two (2) workweeks. Sunday schedules for full-time employees shall be posted four (4) weeks in advance. Schedules will be posted by Friday, at 3 P.M., for part-time and bagger/carryout employees. Changes in the schedule will be held to a minimum consistent with efficient store operation and/or emergencies. This schedule shall also include the employee's noon lunch hour and days off.
- B. MINIMUM SCHEDULED HOURS: Employees shall be guaranteed no less than four (4) hours of work each time they are scheduled to work or receive pay in lieu thereof, except for employees who may be restricted to shorter daily hours under state law.

No employee shall be scheduled for less than fifteen (15) hours per week, except those scheduled for the last working day of the week (Saturday), who shall be scheduled for not less than six (6) hours.

At least twenty-four (24%) percent of the part-time employees in each store (excluding bagger/carryouts), in order of part-time seniority, will be provided an opportunity to work schedules of at least twenty (20) hours or more per week. This percentage will be achieved within each store through attrition as hours become available.

Senior part-time employees may choose to be scheduled for less than twenty (20) hours by written request to the Store Manager.

- C. MINIMUM CALL-IN: Employees who are called in to work outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except in the case where such employee is called in to replace someone who has called in sick or to replace someone who has not reported to work as scheduled. G18-19
40
- D. FULL-TIME ON DUTY: At least one (1) full-time employee shall be on duty during all hours of retail store operation. Full-time employees hired prior to May 31, 1962, need not accept a schedule which calls for straight-time work before the hours of 7 A.M. or after 6 P.M. However, such employees referred to above who were entitled to three (3) hours of work at time and one-half ($1\frac{1}{2}$) rates of pay under terms of the immediately preceding Agreement shall continue to receive such hours.
- E. SPLIT SHIFTS: No employee shall be required to work a split shift nor be discriminated against for refusal to do so.
- F. MEAL PERIODS: Any employee who has worked a regular full day shift and is required to work overtime during a regular scheduled night operation shall be entitled to a twenty (20) minute supper period paid for by the Employer. No employee who is entitled to a paid supper period shall be required to take such supper period earlier than three and one-half ($3\frac{1}{2}$) hours after conclusion of the employee's noon lunch hour. G26
3
- Any part-time employee who is employed at least six (6) hours in a workday shall be entitled to up to thirty (30) minutes for a lunch period without pay.
- G. REST PERIODS: Any employee who is scheduled to work more than three (3) hours in a day shall be entitled to one (1) ten (10) minute rest period. Any employee who is scheduled to work more than six (6) hours in a day shall receive two (2) ten (10) minute rest periods. G21/22
20
- H. NIGHT WORK: It is agreed that no employee except those employees on the night stock crew shall be required to work more than three (3) nights per week.

SECTION 2.11: OTHER WORKING CONDITIONS:

- F. TRAVEL TIME AND MILEAGE: When employees are required to travel from one (1) store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than seventeen (17¢) cents per mile.

If employees make a delivery of product to a store or to a customer at the Employer's direction, such time will be considered as time worked and mileage will also be paid.

ARTICLE III

FULL-TIME/PART-TIME RATIOS

The Employer will set forth in a letter to the Union the percentage of full-time employees to total employees in effect in the Company on March 1, 1980. The percentage figure submitted by each Employer will be subject to review and agreement by the Union.

The Employer will improve the percentages of full-time employees to total employees by at least one (1%) percent during the first (1st) year of the Agreement, and by an additional one (1%) percent during the second (2nd) year of the Agreement, and by an additional one (1%) percent during the third (3rd) year of the Agreement.

In the event the Employer has a ratio of greater than twenty-five (25%) percent, the Employer need not improve that ratio during this Agreement.

The Employer agrees to maintain the twenty-five (25%) percent ratio once it has been reached.

No Employer will be required to maintain a ratio of greater than twenty-five (25%) percent.

For the purposes of this Article, total employees is defined to include all full and part-time employees, excluding bagger/carryout employees.

ARTICLE IV SENIORITY

SECTION 4.1: DEFINITION: Seniority shall be defined as length of continuous service with the Employer covered by this Agreement.

The employee's seniority date shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire.

In the case of two (2) or more employees starting active employment on the same day their seniority ranking will be determined by lot.

Seniority will be applied on the basis of the following classifications:

- | | |
|---|-------------------------------------|
| 1. Assistant Manager/
Head Stock Clerk | 6. Full-Time Employees |
| 2. Head Produce Clerk | 7. Part-Time Employees |
| 3. Head Cashier | 8. Full-Time Delicatessen Employees |
| 4. Head Dairy/Frozen Food
Clerk | 9. Part-Time Delicatessen Employees |
| 5. Delicatessen Manager | 10. Bagger/Carryout |

SECTION 4.2: APPLICATION OF SENIORITY:

A. PROBATIONARY PERIOD:

- 1) FULL-TIME: All regular full-time employees will be on probation for thirty-one (31) calendar days and will thereafter attain seniority with the Employer covered by this Agreement with seniority to revert back to date of hire.
- 2) PART-TIME: All part-time employees will be on probation for thirty-one (31) calendar days and will thereafter attain store-wide seniority with seniority to revert back to date of hire.

- B. LAYOFF AND REHIRE: For layoff and recall purposes, regular full-time employees shall have seniority with the Employer covered by this Agreement within the classifications set forth in Section 4.1 above. Provided further that employees who are promoted or hired into Department Head classifications will be given seniority within the Department Head classification only after they have been in the Department Head position for eighteen (18) months with seniority to then date from his or her first (1st) day in the Department Head classification. During that eighteen (18) month period the employee will retain protection of his or her classification from which he was promoted and will add seniority time in that classification during that period.

In the case of demotion, the employee will be placed in the full-time position with his original full-time seniority date.

The promotions or hiring into the head classification will be within the discretion of the Employer. Demotion of Department Heads will be for cause.

For layoff and recall purposes, part-time employees shall have seniority within his or her store on the basis of the classifications set forth in Section 4.1 above.

For layoff and recall purposes, part-time employees, excluding bagger/carryout employees, will have company wide part-time seniority after five (5) years of employment as a part-time clerk. In the event of layoff, part-time employees with five (5) or more years of employment will bump the most junior part-time employee with the Company.

For layoff and recall purposes, regular full-time employees shall be given preference over part-time employees within the same classifications set forth in Section 4.1 above and in keeping with the provisions of Article III. A full-time employee laid off in one (1) store has the right to displace a more junior full-time employee in the same classification in another store of the same Employer. The most junior full-time employee has the right to move to the part-time classification. That employee who moves to the part-time classification will retain the full-time seniority date for recall and vacation purposes. That former full-time employee will have the number one priority for purposes of claiming part-time schedules pursuant to the scheduling priority provision of Section 4.2 C, below. The Employer may reduce the employee's pay rate to the appropriate part-time pay rate in accordance with the employee's total hours worked.

- C. If two (2) or more part-time employees are scheduled in the same store and the employee with less service is scheduled for more hours, the older employee will have the right to claim the junior employee's full schedule. The claim must be made in writing to the Store Manager and the employee asserting the claim must be qualified to perform the duties involved. When a part-time employee moves to the full-time classification, said employee will be given a new full-time seniority date which shall be the date that the employee first begins work as a full-time employee. Such new full-time seniority date shall not affect length of service with the Employer for purposes of determining vacation allowance as provided for in Article VII, Section 7.1.

D. JOB POSTING:

- 1) PART-TIME TO FULL-TIME: Part-time employees shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. Employees who so notify the parties will be given preference in accordance with seniority for full-time employment, if qualified, for an available opening.

The Employer agrees that fifty (50%) percent of the positions in the full-time classification will be filled by promotion from the part-time classification. The Employer may fill the remaining fifty (50%) percent of the positions from outside the bargaining unit.

- 2) BAGGER/CARRYOUT TO PART-TIME: Bagger/Carryout shall have the option of notifying the Employer and the Union in writing of a desire to secure a part-time position. Employees who so notify will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store.

- E. BAGGER/CARRYOUT SENIORITY: Bagger/Carryout employees shall acquire seniority for layoff and recall and as set forth in paragraph D, 2 above, on a store wide basis.

SECTION 4.3: EMPLOYEE TRANSFER: The Employer agrees to give an employee one (1) week's notice of a transfer, except in the case of an emergency.

The Employer will not transfer employees as a means of discipline.

If a part-time or bagger/carryout employee is transferred by the Employer, he shall retain his accumulated experience for the purpose of acquiring and retaining seniority.

SECTION 4.4: TERMINATION OF SENIORITY: An employee's seniority shall be terminated under any one of the following conditions:

- A. Discharge for cause;
- B. Quit;
- C. Layoff, leave of absence or other absence from work, for one (1) year, except as provided for in Article VIII, Section 8.2A;
- D. Failure to report to work within seven (7) days after notification on recall.

ARTICLE V
HOLIDAYS

SECTION 5.1: HOLIDAYS DEFINED: It is agreed there shall be no retail store operation on any of the six (6) national holidays named below or after 2 P.M. on Christmas Eve (except when Christmas Eve falls on a Monday when the closing hour will be 4 P.M.) nor after 6 P.M. on December 31st.

G28-20
DPD

No employee shall be permitted or required to work on the following named holidays: Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or after 2 P.M. on Christmas Eve (4 P.M. when Christmas Eve falls on Monday), on the employee's anniversary date of employment, and on a Monday mutually agreed upon by seniority preceded by a Sunday off and followed by a scheduled Tuesday off.

In case of conflict on anniversary dates, the day off shall be scheduled by mutual agreement, except if there is a clear case of seniority and then seniority shall apply.

If any of the above holidays fall on Sunday, except Christmas Eve, the following Monday shall be observed as the holiday.

Regular full-time employees after one (1) year of seniority with the Company will be entitled to two (2) additional floating holidays to be observed on mutually agreeable days. These additional two (2) floating holidays are in addition to the holidays listed above. 8

Part-time employees will receive holiday pay for: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Part-time employees with one (1) year of seniority with the Company will be entitled to one (1) floating holiday to be observed on a mutually agreeable day. Eligibility for this floating holiday is based on completion of each anniversary year of employment.

SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

- A. FULL-TIME: Regular full-time employees shall be paid eight (8) hours times their straight-time rate of pay for each of the above holidays except Christmas Eve which shall be paid on the basis of time lost because of the short work day in relationship to the normal quitting time for employees on that day. Employees shall not be rescheduled for the purpose of avoiding payment for time that would otherwise be lost.
- B. PART-TIME: Part-time employees (thirty-two (32) hours or less), after ninety (90) days of employment, will receive four (4) hours of pay at their regular rate for the above named calendar holidays irrespective of scheduled work days and also for the above named floating holiday. Part-time employees will not receive pay for any other holidays.
- C. BAGGER/CARRYOUT: Bagger/Carryout employees shall not be entitled to such holiday pay.

SECTION 5.3: ELIGIBILITY FOR HOLIDAY PAY: In order to qualify for holiday pay, an employee must have worked in the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work his scheduled workday before and the scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness. Eligibility for the Monday floating holiday will be determined by assuming the holiday occurs on the third (3rd) Wednesday in July.

ARTICLE VI
DEFINITIONS

SECTION 6.1: FULL-TIME: A regular full-time employee shall be an employee who normally works more than thirty-two (32) hours per week.

SECTION 6.2: PART-TIME: A part-time employee shall be an employee who normally works thirty-two (32) hours or less per week.

SECTION 6.3: BAGGER/CARRYOUT: Bagger/Carryout employees shall not be utilized to check out merchandise on the cash register, price or stock merchandise. If a Bagger/Carryout employee performs any of the foregoing duties, such employee shall be paid the starting part-time rate of pay the entire day.

SECTION 6.4: NIGHT STOCKING CREW: Employees may be assigned to a night stocking crew provided, however, no regular full-time employee hired prior to February 23, 1965, may be required to accept such assignment.

ARTICLE VII
VACATIONS

SECTION 7.1: VACATION ALLOWANCE: Employees covered by this Agreement who have had one (1) year of service with said Employer or in said store shall receive one (1) week vacation with pay as of June 1. G36-37
10

Employees with two (2) years of continuous service with said Employer shall receive two (2) weeks vacation with pay each year as of June 1. G38-43
20

Employees with eight (8) years of continuous service with said Employer shall receive three (3) weeks vacation with pay each year as of June 1. G44-49
30

Employees with sixteen (16) years of continuous service with said Employer shall receive four (4) weeks vacation with pay each year as of June 1. G50-57
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Employees with twenty (20) years of continuous service with said Employer shall receive five (5) weeks vacation with pay each year as of June 1.

SECTION 7.2: COMPUTATION OF VACATION PAY:

- A. FULL-TIME: Vacations for full-time employees will be computed on the basis of average hours worked per week with straight-time pay up to forty (40) hours and time and one-half ($1\frac{1}{2}$) pay on those hours over forty (40).

Full-time employees who have worked 1600 hours or more on their anniversary year of employment shall be entitled to a full vacation period with pay based on forty (40) hours. If a full-time employee works less than 1600 hours in his anniversary year, he shall receive one-tenth ($1/10$ th) of a full vacation for each 160 hours worked.

- 26/11
- B. PART-TIME: Any part-time or bagger/carryout employee who works 1040 hours during a twelve (12) month period from his anniversary date shall be entitled to a prorated vacation based upon his straight-time rate of pay at the time of taking vacation.

Paid vacations for those part-time employees averaging less than 1040 hours (except bagger/carryout) per year shall be granted based on average hours worked during the anniversary year, but limited to not more than three (3) weeks.

SECTION 7.3: TERMINATION OF EMPLOYMENT: Unless discharged for just cause, full-time employees who are permanently terminated shall receive vacation pay on a prorated basis provided they have been employed for more than one (1) year of continuous employment.

SECTION 7.4: VACATION SCHEDULING: Vacations shall consist of consecutive working days.

Vacation schedules in each store shall be posted by January 1st, and vacations selected on the basis of seniority by February 15th, of each year. The approved vacation schedule shall be posted in each store by March 15th, of each year.

Employees who fail to select vacations by February 15th, will be placed at the bottom of the seniority list for the purpose of vacation selection.

If a holiday occurs during an eligible employee's vacation, the employee shall be paid an additional day's pay or given an additional day off with pay in addition to the vacation pay.

SECTION 7.5: VACATION PAY: All employees shall receive their vacation pay at the time they take their vacation.

ARTICLE VIII LEAVE OF ABSENCE

SECTION 8.1: PERSONAL LEAVE OF ABSENCE: An application for leave of absence must be in writing and directed to the attention of the Personnel Department. All applications for leaves of absence shall be answered in writing to the employee. No leave of absence under this Section 8.1 shall exceed ninety (90) days in any one (1) year of employment. The employee will be reinstated without loss of seniority.

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SECTION 8.2: ACCIDENT, INJURY, PREGNANCY OR SICKNESS:

- A. In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted covering a period of time equal to one-half ($\frac{1}{2}$) the amount of service time accrued by the employee, up to one (1) year. Extensions of the leave of absence beyond one (1) year will be granted based on a physician's certification of the inability of the employee to return to work. The physician's certification will be subject to review and in no event will the leave exceed three (3) years. The employee must be able to pass a physical examination upon return to work if requested.

The employee shall advise the Store Manager of their intent to return to work one (1) week in advance.

- B. In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

SECTION 8.3: FUNERAL LEAVE: Each employee, after completing the probationary period shall be entitled to funeral leave for immediate family. Immediate family is defined as including the employee's spouse, parents, children, brothers, sisters, mother-in-law and father-in-law.

Employees will be compensated only on the basis of necessary time lost from regularly scheduled employment for a maximum of three (3) days, within three (3) consecutive days. (In the event of death of a spouse, the employee shall be entitled to four (4) days funeral leave) and within the period from the day of death through the day following the funeral, inclusive, and provided further that the employee attend the funeral.

SECTION 8.4: JURY DUTY: An employee shall immediately notify his Employer upon receiving a call for jury duty. When a regular full-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings for a forty (40) hour week at his straight-time rate of pay. Such an employee must report for work whenever his presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

SECTION 8.5: MILITARY SERVICE: Any employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

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ARTICLE IX
DISCHARGE

No employee shall be discharged except for just cause.

The properly accredited officers or representatives of both parties of this Agreement shall be authorized to settle any dispute arising out of a discharge. Complaints regarding unjust discharge must be filed in writing with the Union within seven (7) calendar days of such discharge or layoff or the member nullifies any further claims regarding same.

ARTICLE X
PICKETING

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line of a legally striking union.

ARTICLE XI
NO STRIKE-NO LOCKOUT

The Union agrees that during the term of this Agreement, there shall be no strike by the Union or its employees. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE XII
UNION-EMPLOYER COOPERATION

SECTION 12.1: UNION STORE CARD: The Union agrees to issue a union store card and/or window decals to the Employer under the rules governing union store cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such union store card and decals are, and shall remain, the property of said International Union, and the Employer agrees to surrender said union card and/or decals to the authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said union store card and/or decals are issued.

The Employer shall display such union store cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

SECTION 12.2: STORE VISITATION: The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided he conducts himself so as not to interfere with the operation of the Employer's business.

SECTION 12.3: LABOR-MANAGEMENT COMMITTEE: A committee composed of representatives of the Union and the Employer shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. This language does not preclude the use of the normal grievance procedure contained in Article XIV.

SECTION 12.4: FURNISH HELP: Local #789 will at all times endeavor to furnish reliable, competent help and further agrees to promote the best interests of the Employer at all times.

SECTION 12.5: UNION MEMBERSHIP AND EMPLOYERS: No individual Employer shall be required to belong to the Union. However, no more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in a grocery department. All others are to be members of the Union.

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SECTION 12.6: SHOP STEWARDS: The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the business.

ARTICLE XIII
VIOLATIONS OF AGREEMENT

WAIVERS: The settlement of any one (1) violation of this Agreement shall not constitute a waiver of the particular provisions violated or of any other provisions of this Agreement, and shall not constitute a waiver of any subsequent violation of any provision of this Agreement.

ARTICLE XIV
GRIEVANCE AND ARBITRATION

SECTION 14.1: GRIEVANCE:

- 11-19-68
- A. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with his immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.
 - B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within a calendar week, attempt to reach a settlement of the controversy, dispute or disagreement.
 - C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.
 - D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason, must be filed in writing with the Employer and the Union within thirty (30) calendar days of each alleged act of violation, except that back pay on grievances involving the failure of the Employer to grant wage increases in accordance with the Agreement, and those involving the failure to pay bagger/carry-out employees the proper rate of pay when they do stock work, shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.
 - E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) days following exhaustion of A, B, C and D above.

SECTION 14.2: ARBITRATION:

- A. BOARD OF ARBITRATION: The Board of Arbitration shall be composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral party selected by agreement of the first two (2). The parties must select their representatives within five (5) calendar days of receiving written notice of desire to arbitrate. If these two (2) cannot agree upon the selection of the third (3rd) neutral party within seven (7) calendar days from the date of their selection, either party may call on the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The Union and the Employer representatives shall alternately strike one (1) name from the list of five (5) until only one (1) name remains, who, then, shall be appointed the neutral member of the Board. The party making the request for arbitration shall strike the first (1st) name. The Board of Arbitration shall meet promptly and shall hear all the evidence in the case or cases referred to it and render its majority decision thereon within seven (7) calendar days of the date of the final submission of the case to it. Each party shall bear the expense of presenting and preparing its own case and the expense, including any if such there be, in connection with the neutral member, to be borne equally by the parties. There shall be no recourse to any other method of settlement unless a party fails to accept and comply with the award, in which case, the award may be enforced by further action of the party in whose favor such award has been given. The majority decision of this Board of Arbitration shall be final and binding upon all parties involved.
- B. STATUS QUO: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

SECTION 14.3: LIMITATIONS ON ARBITRATOR: The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

SECTION 14.4: TIME LIMITS: The time limits set forth above may be extended by mutual agreement.

ARTICLE XV SHELF STOCKING

SECTION 15.1: The following items may be stocked by suppliers: Bakery goods, cookies, cosmetics, baby foods, spices, household wares and magazines. The stocking of these items will be held to the minimum consistent with good operation. The above limitation shall not apply to the setting up of an initial display. In the instance of displays which exceed ten (10) cases of merchandise, one (1) employee within the bargaining unit will assist the displayman.

SECTION 15.2: It is further agreed that cookie salesmen will not be permitted to stock shelves in a particular store more than once during a calendar week.

SECTION 15.3: Any violations of the shelf stocking provisions stated above in 15.1 and 15.2 shall be subject to the grievance and arbitration procedure as set forth in Article XIV of this Agreement, at the option of either party. The full costs of the neutral party will be borne by the losing party.

The parties have the right to an alternative method of settlement based on payment of a charitable contribution by the Employer in the amount of two hundred and 00/100 dollars (\$200.00) for each violation.

The above contribution will be paid to a charity designated by the Union.

ARTICLE XVI
AUTOMATION

SECTION 16.1: The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such a change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice, but, in such case, the Employer will give as much advance notice as possible.

In addition the Employer agrees:

- 1) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- 2) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- 3) In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with Appendix "C" attached hereto and made a part of this Agreement.

An employee shall be disqualified for severance pay in the event the employee:

- 1) Refuses retraining.
- 2) Refuses a transfer within the bargaining unit.
- 3) Voluntarily terminates employment.

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ARTICLE XVII
SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a Federal law, rule or regulation.

It is also understood that if a provision is deemed in violation by the final Appellate Court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fail, the matter will be subject to arbitration according to Section 14.2 of this contract.

ARTICLE XVIII
HEALTH AND WELFARE

SECTION 18.1: FULL-TIME CONTRIBUTIONS: The Employer agrees to continue to pay to the jointly trustee Health and Welfare Trust Fund known as the St. Paul Retail Grocery Clerks Health and Welfare Fund, the sum of Ninety-five and 50/100 Dollars (\$95.50) per month on behalf of all employees who work an average of more than thirty-two (32) hours per week during the previous month by the fifteenth (15th) day of the month based on hours worked in the previous month excluding Sunday hours. Contributions for new employees will not be paid until the first (1st) of the month following a full thirty (30) days of employment.

Effective September 1, 1980, (which means on August hours) the Employer agrees to increase said contribution by Seventeen and 30/100 Dollars (\$17.30) per month, making a total contribution of One hundred twelve and 80/100 Dollars (\$127.80) per month. The Seventeen and 30/100 Dollars (\$17.30) will be used for the improvement of benefits as determined by the Trustees.

Effective September 1, 1981, (which means on August hours) the Employer will contribute that amount necessary to maintain that new level of benefits as determined by the Trustees provided, however, that the contribution cannot be raised to more than One hundred twenty-seven and 80/100 Dollars (\$127.80) per month.

Effective September 1, 1982, (which means on August hours) the Employer will contribute that amount necessary to maintain that new level of benefits as determined by the Trustees provided, however, that the contribution cannot be raised to more than One hundred forty-two and 80/100 Dollars (\$142.80) per month.

SECTION 18.2: PART-TIME CONTRIBUTIONS: In addition to the contributions, provided above, the Employer further agrees to continue to pay to the Health and Welfare Trust Fund Twenty-two and 00/100 Dollars (\$22.00) per month on behalf of those employees who average thirty-two (32) hours or less per week and who work on at least one (1) day each week during the previous month.

Effective September 1, 1980, (which means on August hours) the Employer agrees to increase said contribution by Eight and 65/100 Dollars (\$8.65) per month making a total contribution of Thirty and 65/100 Dollars (\$30.65). The Eight and 65/100 Dollars (\$8.65) will be used for the improvement of benefits as determined by the Trustees.

Effective September 1, 1981, (which means on August hours) the Employer will contribute that amount necessary to maintain that new level of benefits as determined by the Trustees provided, however, that the contribution cannot be raised to more than Thirty-four and 00/100 Dollars (\$34.00) per month.

Effective September 1, 1982, (which means on August hours) the Employer will contribute that amount necessary to maintain that new level of benefits as determined by the Trustees provided, however, that the contribution cannot be raised to more than Thirty-eight and 00/100 Dollars (\$38.00) per month.

Bagger/Carryout shall be excepted from this provision unless, such employee performs work which requires the part-time rate of pay, as provided under Section 6.3 of Article VI and who works on at least one (1) day each week during the previous month which requires the part-time rate of pay, and in that case, the contribution to the Fund on such employee, shall be required.

SECTION 18.3: REDUCTION IN HOURS: Full-time employees who work an average of more than thirty-two (32) hours per week and thereby, qualifying for full-time contributions to be made for them into the Trust Fund, will have such payments discontinued on being reduced to an average of less than thirty-two (32) hours per week for the eight (8) week period next preceding the date payments to the Health and Welfare Fund are due.

SECTION 18.4: TERMINATION OF EMPLOYMENT: The Employer agrees to pay the contribution for those qualifying for one (1) month following termination of employment.

SECTION 18.5: VACATION RELIEF AND SUMMER WAIVER PERIOD: Employees hired or scheduled for vacation relief purposes and working more than thirty-two (32) hours per week between Memorial Day week through the second (2nd) Saturday in September shall not have payments made on their behalf as required for those employees averaging more than thirty-two (32) hours per week. If such an employee is retained on such a schedule after that period of time a contribution to the Fund will be made in September based on hours worked in August.

SECTION 18.6: TRUST AGREEMENT: The Employer hereby agrees to execute and be bound by the existing Trust Agreement or Joinder Agreement covering the aforesaid Fund and any amendments thereto, without delay.

ARTICLE XIX
PENSION

SECTION 19.1: PENSION CONTRIBUTIONS: The Employer agrees to continue to pay thirty-one (31¢) cents per hour for all hours worked up to and including forty (40) hours per week by members of the bargaining unit (except Bagger/Carryout employees) including hours of holiday and vacation pay, into the Milwaukee Area Retail Food Clerks Pension Fund which is jointly administered by the Union and the Employer as provided in a Trust Agreement establishing such Pension Fund.

Effective January 1, 1981, the Employer agrees to increase said contribution by an additional four (4¢) cents per hour making a total contribution of thirty-five (35¢) cents per hour.

Effective January 1, 1982, the Employer agrees to increase said contribution by an additional three (3¢) cents per hour or up to the hourly rate paid by major Employer contributors to the Trust Fund but not to exceed forty-one (41¢) cents per hour. All effective dates above mean on the previous month's hours.

No contributions shall be made by the Employer for any employees off the job for any reason other than the above mentioned holidays and vacation periods.

SECTION 19.2: PURPOSE OF FUND: Said Pension Fund shall be used to provide pension benefits for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the Trustees of the Fund; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

SECTION 19.3: TRUST AGREEMENT: The Employer hereby agrees to execute and be bound by the existing Trust Agreement or Joinder Agreement covering the aforesaid Fund and any amendments thereto, without delay.

SECTION 19.4: It is agreed by and between the parties hereto, that when the Employer begins contributions to the Pension Fund, those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

ARTICLE XX
MANDATORY RETIREMENT

The parties agree to establish a mandatory retirement at age seventy (70) for all employees covered by this Agreement, on whose behalf the pension contributions are required.

ARTICLE XXI
RETROACTIVITY

The provisions of this Agreement shall be effective the Monday following the execution of this Agreement except as otherwise provided, and all wage increases will be retroactive on all hours, including overtime hours. Employees who have terminated will have until sixty (60) days following the signing of this Agreement to apply in writing to the Employer for retroactive compensation.

ARTICLE XXII
SUCCESSOR

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees and may request, in addition thereto, another thirty (30) days in respect to any individual whom the Employer has reason to doubt his/her performance.

ARTICLE XXIII
TERM OF AGREEMENT

THIS AGREEMENT shall take effect February 24, 1980, and shall continue in full force and effect through the 5th day of March, 1983, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement. APPENDICES "A", "B" AND "C" ARE ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS _____ DAY OF _____ 1980.

FOR THE EMPLOYER:

FOR THE UNION:

RETAIL STORE EMPLOYEES UNION
LOCAL NO. 789, AFL-CIO

BY: _____

BY: _____

AND: _____

APPENDIX "A"
WAGE RATES

	EFFECTIVE 2/24/80 (PER HOUR)	EFFECTIVE 2/22/81 (PER HOUR)	EFFECTIVE 2/28/82 (PER HOUR)
I. DEPARTMENT HEADS			
ASST. MGR/HEAD STOCK CLERK	\$10.23	\$11.36	\$12.61
HEAD PRODUCE CLERK	10.23	11.36	12.61
HEAD CASHIER	10.10	11.21	12.44
HEAD DAIRY/FROZEN FOOD CLERK	10.10	11.21	12.44
DELICATESSEN MANAGER	9.35	10.43	11.63
II. FULL-TIME EMPLOYEES (STOCKERS & CASHIERS)			
1ST 6 MONTHS	\$ 7.57	\$ 8.40	\$ 9.32
2ND 6 MONTHS	7.94	8.83	9.80
AFTER 1 YEAR	8.34	9.26	10.28
AFTER 2 YEARS	8.54	9.48	10.52
AFTER 3 YEARS	8.83	9.80	10.87
AFTER 4 YEARS	9.22	10.23	11.35
AFTER 5 YEARS	9.70	10.77	11.95
III. PART-TIME EMPLOYEES (STOCKERS & CASHIERS)			
0-1040 HOURS	\$ 4.40	\$ 4.80	\$ 5.23
1041-1560 HOURS	4.98	5.33	5.81
1561-2080 HOURS	5.52	6.13	6.80
2081-2600 HOURS	6.04	6.70	7.44
2601-3120 HOURS	6.44	7.15	7.94
3121-4160 HOURS	6.55	7.27	8.07
4161-5200 HOURS	6.73	7.47	8.29
5201-AND OVER	6.90	7.66	8.50
IV. FULL-TIME DELICATESSEN EMPLOYEES			
1ST 6 MONTHS	\$ 7.57	\$ 8.40	\$ 9.32
2ND 6 MONTHS	7.94	8.83	9.80
3RD 6 MONTHS	8.34	9.26	10.28
THEREAFTER	9.20	10.21	11.33

<u>EFFECTIVE</u> <u>2/24/80</u> <u>(PER HOUR)</u>	<u>EFFECTIVE</u> <u>2/22/81</u> <u>(PER HOUR)</u>	<u>EFFECTIVE</u> <u>2/28/82</u> <u>(PER HOUR)</u>
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V. PART-TIME DELICATESSEN EMPLOYEES

0-1040 HOURS	\$ 4.40	\$ 4.80	\$ 5.23
1041-1560 HOURS	4.98	5.33	5.81
1561-2080 HOURS	5.52	6.13	6.80
2081-2600 HOURS	6.04	6.70	7.44
2601-3120 HOURS	6.44	7.15	7.94
3121-4160 HOURS	6.55	7.27	8.07
4161-5200 HOURS	6.73	7.47	8.29
5201-AND OVER	6.90	7.66	8.50

VI. BAGGER/CARRYOUTS

0-1040 HOURS	\$ 3.50	\$ 3.70	\$ 4.00
1041-1560 HOURS	3.55	3.75	4.05
1561-AND OVER	3.60	3.80	4.10

At no time during the life of this Agreement will any of the Bagger/Carryout rates be less than twenty-five (25¢) cents per hour above the Federal Minimum wage.

VII. PART-TIME CASHIERS AND STOCKERS WHO HAD WORKED THE FOLLOWING HOURS EFFECTIVE FEBRUARY 24, 1974, WILL RECEIVE THE FOLLOWING RATES OF PAY WITH NO FURTHER PROGRESSIONS:

3120-6240 HOURS	\$ 6.90	\$ 7.66	\$ 8.50
6241-8320 HOURS	7.03	8.03	9.03
8321-AND OVER	7.33	8.33	9.33

This "special" group of part-time employees will also receive the following conditions:

- 1) A minimum schedule of twenty (20) hours per week.
- 2) Five (5) hours holiday pay if they elect a twenty (20) hour per week schedule.
- 3) Opportunity to declare a desire for twenty (20) or more hours per week each six (6) months.

VIII. It is agreed that there will be a Head Produce Clerk and either an Assistant Manager or Head Stock Clerk in each store.

- IX. An employee assigned to be in charge of the Dairy and Frozen Food Department shall be designated as Head Dairy and Frozen Food Clerk. Where an Employer has an employee in charge of the Dairy case and another in charge of Frozen Food, one or the other must be designated as filling the Head Classification and paid the Head rate of pay.
- X. An employee regularly assigned to record keeping and bookkeeping functions in addition to the normal duties of a cashier will be designated as the Head Cashier. There shall be no more than one (1) Head Cashier per store and only in instances where the described additional duties have been assigned to an employee.
- XI. Effective March 30, 1980, night compensation shall be on the basis of the employee's contract rate of pay contained herein, plus a fifty (50¢) cents per hour premium for all hours worked after store closing or 10 P.M., whichever is earlier, and prior to 7 A.M.

APPENDIX "B"
SUNDAY OPERATION

Retail operation on Sundays shall be permitted and the following provisions shall apply:

1. Work on Sundays for all employees on the payroll on March 15, 1971, shall be voluntary on the part of the employee and no employee in this category shall suffer any duress or discrimination for the purpose of influencing such employee to volunteer for Sunday work.
2. For those who do volunteer, Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally among the volunteers.
3. No less than two (2) full-time employees shall be scheduled each Sunday the store is open for operation and they shall be guaranteed eight (8) hours of work or pay in lieu thereof.
4. Rates of pay shall be as follows:

Until ten (10) store units are open on Sunday which are covered by the terms of this contract the rates shall be:

Double and one-half ($2\frac{1}{2}$) the straight-time rate for full-time.

One and one-half ($1\frac{1}{2}$) the straight-time rate for part-time and bagger/carryout.

At such time when no less than ten (10) store units are operating on Sunday, the rates shall be:

Double (2) the straight-time rate of pay for full-time.

Straight-time rate of pay plus fifty (50¢) cents per hour premium for part-time and bagger/carryout.
5. Time worked on Sunday during retail store operations shall be outside of the basic workweek. The basic workweek is considered Monday through Saturday for the purpose of this Appendix "B".

STORE CLOSING

This memorandum will be considered effective the first day of the month following ratification of the Collective Bargaining Agreement, by and between

_____, hereinafter referred to as the "Employer," and Retail Store Employees Union Local No. 789, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union."

The Employer and the Union agree as follows:

1. In the event the Employer permanently discontinues operations at a store, whose employees are covered by a Collective Bargaining Agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other act of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.

2. A regular full-time employee having four (4) or more years of continuous full-time employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:

- a) The employee voluntarily terminates his employment or is discharged for just cause prior to the date operations are discontinued; or
- b) The employee is offered employment at the same location by a successor Employer or is offered employment at another location by the Employer or any other Company having a Collective Bargaining Agreement with these Unions or with another Union having a Labor Contract covering similar work in the Twin City metro area; or
- c) The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf; or
- d) The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.

3. For all purposes of this Agreement, a regular full-time employee is any employee who averaged more than thirty-two (32) hours during this basic workweek for the fifty-two (52) week period immediately preceding his termination of employment and continuous full-time employment shall mean employment as a regular full-time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's straight-time hourly rate based on his average weekly hours worked during such fifty-two (52) week period.

4. The amount of severance pay for any employee eligible therefor shall be one (1) week's average pay with a maximum of forty (40) hours pay for each completed year of continuous full-time employment in excess of four (4) but not to exceed a maximum of six (6) week's pay. Payment of severance pay shall be subject to any Federal or State withholding requirements.

5. Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second (2nd) week following the number of weeks or parts thereof for which vacation pay is paid; provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by a Collective Bargaining Agreement with these Unions, (or with another Employer having a Labor Contract covering similar work in the Twin City metro area), or who accepts the Collective Bargaining Agreement in effect with these Unions.

6. Upon acceptance of his last payment of severance pay the employee shall lose any and all seniority or recall rights or credit for previous experience under the Collective Bargaining Agreement with the Union.

7. The Employer shall continue contributions to the Health and Welfare Plan for one (1) month following the employee's termination of employment pursuant to Article XVIII, Section 18.4 of this contract.

8. Except for unemployment compensation and vacation payments due under the Collective Bargaining Agreement, any payment received other than payments provided pursuant to this Agreement because of the employee's termination of employment shall be deducted from any severance pay made hereunder.

9. The Employer shall give two (2) weeks notice in advance of a discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.

10. In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

11. The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this Agreement or under any other Collective Bargaining Agreement with the Union. In the event the provisions of any other Collective Bargaining Agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

12. This Agreement shall expire one (1) year following the expiration date of the current Collective Bargaining Agreement.

LETTER OF UNDERSTANDING

between

RETAIL STORE EMPLOYEES UNION LOCAL 789

and

regarding the

Grocery Industry Contract 2/24/80 through 3/5/83

Item #1. When a part-time employee works in excess of thirty-two (32) hours in any one (1) week, Monday through Saturday, (refer to Article II, Section 2.1, sub-section D) it is agreed that such employee is entitled to the full-time rate of pay and at double (2) the full-time rate of pay for hours worked on Sunday as under Sunday Operation - Appendix "B", Point 4. However, if the individual's part-time rate is higher than the beginning full-time rate, the part-time rate shall apply, and at double (2) time for the Sunday.

Item #2. Any full-time employee who is part-time and is working at full-time rates will continue at full-time rate until such time as full-time employment is offered.

DATED THIS _____ DAY OF _____ 1980.

FOR THE COMPANY:

BY _____

BY _____

FOR THE UNION:

RETAIL STORE EMPLOYEES UNION
LOCAL NO. 789, AFL-CIO

BY _____
Kenneth W. Kokaisel
President

BY _____



RETAIL STORE
EMPLOYEES UNION
LOCAL 789

411 MAIN STREET
SUITE 413
ST. PAUL, MN 55102

222-7347



6178-0086177f002-04



006759

MAY 28, 1980

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

SECRETARY-TREASURER
~~RETAIL CLERKS INTERNATIONAL~~
~~ASSOCIATION~~
418 AUDITORIUM STREET
ST PAUL, MN. 55102

UFCW

JUN 20 1980 R

PREVIOUS AGREEMENT EXPIRED
FEBRUARY 22, 1980

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

ST PAUL FOOD RETAILERS ASSN OF ST PAUL MN LU 789 WITH RETAIL CLERKS MINNESOTA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

8/16
corrected
name on file

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,100
2. Number and location of establishments covered by agreement See attached list
3. Product, service, or type of business Retail groceries and produce
4. If your agreement has been extended, indicate new expiration date March 5, 1983

Kenneth W. Kokaisel
Your Name and Position

Kenneth W. Kokaisel, President

(612) 222-7347

Area Code/Telephone Number

411 Main Street, Suite #13
Address

St. Paul, Minnesota 55102

City/State/ZIP Code